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MORGAN, LEWIS & BOCKIUS

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PHILADELPHIA

LOS ANGELES

MIAMI

LONDON

FRANKFURT

COUNSELORS AT LAW

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HARRISBURG

SAN DIEGO

BRUSSELS

TOKYO

MAY 29 1991 -12 45 PM

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INTERSTATE COMMERCE COMMISSION

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May 29, 1991

INTERSTATE COMMERCE COMMISSION

17348

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INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
 Secretary
 Interstate Commerce Commission
 Twelfth Street & Constitution Avenue, N.W.
 Washington, D.C. 20423

Re: Lease of Locomotives from Brentwood Locomotive
 Lease Co., Ltd. to Consolidated Rail Corporation

Dear Mr. Strickland:

Enclosed are an original and two originally executed counterparts of the two primary documents described below and the three secondary documents which also are described below. The secondary documents described as item numbers 1 and 2 below are related to the primary document described as item 1 below. The secondary document described as item 3 below is related to the primary document described as item 2 below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed primary documents are:

- (1) Lease Agreement (Conrail 1991-B), dated as of May 29, 1991, between Brentwood Locomotive Lease Co., Ltd., as lessor, and Consolidated Rail Corporation, as lessee.
- (2) Trust Indenture and Security Agreement (Conrail 1991-B), dated as of May 29, 1991, among Brentwood Locomotive Lease Co., Ltd., as lessor, Consolidated Rail Corporation, as lessee, and U.S. Trust Company of California, N.A., as indenture trustee.

The enclosed secondary documents are:

- (1) Lease Supplement No. 1 (Conrail 1991-B), dated as of May 29, 1991, between Brentwood Locomotive Lease Co., Ltd., as lessor, and Consolidated Rail Corporation, as lessee.

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Handwritten signature: Susan Butler

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The primary document to which this Lease Supplement is connected is being submitted for recording concurrently herewith.

(2) Assignment Agreement (Conrail 1991-B), dated as of May 29, 1991, between Consolidated Rail Corporation, as assignor, and Brentwood Locomotive Lease Co., Ltd., as assignee. The primary document to which this Assignment Agreement is connected is being submitted for recording concurrently herewith.

(3) Indenture Supplement (Conrail 1991-B), dated as of May 29, 1991 among Brentwood Locomotive Lease Co., Ltd., as lessor, Consolidated Rail Corporation, as lessee, and U.S. Trust Company of California, N.A., as indenture trustee. The primary document to which this Trust Indenture Supplement is connected is being submitted for recording concurrently herewith.

The names and addresses of the parties to the documents are as follows:

Lease Agreement

Lessor:

Brentwood Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P. O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessee:

Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

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Lease Supplement No. 1

Lessor:
Brentwood Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P. O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessee:
Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

Assignment Agreement

Assignor:
Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

Assignee:
Brentwood Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P. O. Box 1043
George Town, Grand Cayman
Cayman Islands

Trust Indenture and Security Agreement

Lessor:
Brentwood Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P. O. Box 1043
George Town, Grand Cayman
Cayman Islands

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Lessee:
Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

Indenture Trustee:
U.S. Trust Company of California, N.A.
555 South Flower Street
Suite 2700
Los Angeles, California 90071

Indenture Supplement

Lessor:
Brentwood Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P. O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessee:
Consolidated Rail Corporation
Six Penn Center Plaza
Philadelphia, Pennsylvania 19103

Indenture Trustee:
U.S. Trust Company of California, N.A.
555 South Flower Street
Suite 2700
Los Angeles, California 90071

The description of the equipment covered by the
aforesaid Lease, Lease Supplement and Assignment is as follows:

Twenty General Electric Dash 8-40CW diesel
electric locomotives each marked on the sides
in letters not less than one inch in height
with the words "Ownership Subject to
Documents Filed with the Interstate Commerce
Commission" and bearing a nameplate with the
legible inscription "TITLE TO THIS LOCOMOTIVE
IS HELD BY BRENTWOOD LOCOMOTIVE LEASE CO.,
LTD., THE LESSOR, WHICH HAS LEASED THIS
LOCOMOTIVE TO CONSOLIDATED RAIL CORPORATION
AND SUCH TITLE IS SUBJECT TO A SECURITY

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INTEREST IN FAVOR OF U.S. TRUST COMPANY OF
CALIFORNIA, N.A., AS INDENTURE TRUSTEE" and
bearing road numbers 6120 through 6139, both
inclusive.

Included in the property covered by the Trust Indenture and Security Agreement are (i) twenty (20) General Electric Dash 8-40CW diesel electric locomotives and all additions, alterations and modifications thereto or replacements of any part thereof, whenever made or performed or acquired and all other items of tangible personal property of any kind acquired by Brentwood Locomotive Lease Co., Ltd. in connection with the acquisition of the aforementioned locomotives, in each case whether acquired at the time of acquisition or thereafter acquired pursuant to the Lease or otherwise, (ii) certain rights of Brentwood Locomotive Lease Co., Ltd. in the Lease Agreement (Conrail 1991-B), dated as of May 29, 1991, between Brentwood Locomotive Lease Co., Ltd., as lessor, and Consolidated Rail Corporation, as lessee, and the Assignment Agreement (Conrail 1991-B), dated as of May 29, 1991, between Consolidated Rail Corporation, as assignor, and Brentwood Locomotive Lease Co., Ltd., as assignee, (iii) a bank account of Brentwood Locomotive Lease Co., Ltd. at UST California, N.A. and all amounts therein and (iv) all right, title and interest of Brentwood Locomotive Lease Co., Ltd. in and to all proceeds, rents, issues, profits, products, revenues and other income, from and on account of the property rights and privileges subjected or required to be subjected to the lien of the Trust Indenture and Security Agreement.

A fee of Seventy-five dollars (\$75.00) is enclosed.
Please return the original and any extra copies not needed by the Commission for recordation to:

Stephen A. Jannetta, Esquire
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

A short summary of each of the documents to appear in the index follows:

- 1) Lease Agreement:
Lease Agreement (Conrail 1991-B),
dated as of May 29, 1991, between
Brentwood Locomotive Lease Co.,
Ltd., as lessor, Caledonian House,
Mary Street, P.O. Box 1043, George

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Town, Grand Cayman, Cayman Islands and Consolidated Rail Corporation, as lessee, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, covering twenty (20) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 6120 through 6139, both inclusive.

- 2) Lease Supplement No. 1:
Lease Supplement No. 1 (Conrail 1991-B), dated as of May 29, 1991, between Brentwood Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands and Consolidated Rail Corporation, as lessee, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, covering twenty (20) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 6120 through 6139, both inclusive.
- 3) Assignment Agreement:
Assignment Agreement (Conrail 1991-B), dated as of May 29, 1991, between Consolidated Rail Corporation, as assignor, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103 and Brentwood Locomotive Lease Co., Ltd., as assignee, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, relating to the purchase of twenty (20) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 6120 through 6139, both inclusive.
- 4) Trust Indenture and Security Agreement:
Trust Indenture and Security Agreement (Conrail 1991-B), dated as of May 29, 1991, between Brentwood Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George

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Town, Grand Cayman, Cayman Islands, and Consolidated Rail Corporation, as lessee, Six Penn Center Plaza, Philadelphia, PA 19103, and U.S. Trust Company of California, N.A., as indenture trustee, 555 South Flower Street, Suite 2700, Los Angeles, California, 90071, securing lessor's obligations relating to twenty (20) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 6120 through 6139, both inclusive.

- 5) Indenture Supplement:
Indenture Supplement (Conrail 1991-B), dated as of May 29, 1991, between Brentwood Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands and Consolidated Rail Corporation, as lessee, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, and U.S. Trust Company of California, N.A., as indenture trustee, 555 South Flower Street, Suite 2700, Los Angeles, California, 90071, securing lessor's obligations relating to twenty (20) General Electric Dash 8-40CW diesel electric locomotives bearing road numbers 6120 through 6139, both inclusive.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,


Stephen A. Jannetta

SAJ/wm
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/29/91

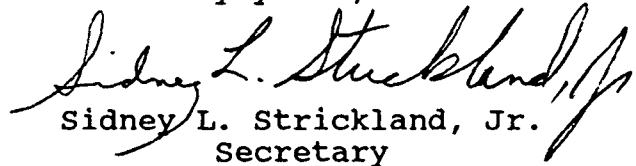
OFFICE OF THE SECRETARY

Stephen A. Jannetta
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA. 19103-6993

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/29/91 at 12:45pm, and assigned recordation number(s) 17348, 17348-A, 17348-B, 17348-C & 17348-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17348/B

REGISTRATION NO. _____ FILED 1483

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INTERSTATE COMMERCE COMMISSION

[EXECUTION COPY]

LEASE SUPPLEMENT NO. 1 (CONRAIL 1991-B)

Between

BRENTWOOD LOCOMOTIVE LEASE CO., LTD.,
as Lessor

and

CONSOLIDATED RAIL CORPORATION,
as Lessee

Twenty General Electric Dash 8-40CW
Diesel Electric Locomotives

Dated as of May 29, 1991

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT NO. 1 AND TO THE ITEMS OF EQUIPMENT COVERED HEREBY ON THE PART OF BRENTWOOD LOCOMOTIVE LEASE CO., LTD. HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF U.S. TRUST COMPANY OF CALIFORNIA, N.A., AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CONRAIL 1991-B) DATED AS OF MAY 29, 1991. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY U.S. TRUST COMPANY OF CALIFORNIA, N.A., AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

BRENTWOOD

LEASE SUPPLEMENT NO. 1 (CONRAIL 1991-B), dated May 29, 1991, between BRENTWOOD LOCOMOTIVE LEASE CO., LTD., a corporation formed under the laws of the Cayman Islands ("Lessor"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Agreement (Conrail 1991-B), dated as of May 29, 1991 (herein called the "Lease Agreement"). All capitalized terms used herein without definition shall have the meanings specified in Appendix X to the Lease. The Lease Agreement provides for the execution and delivery from time to time of Lease Supplements, each substantially in the form hereof for the purpose of leasing specific Items of Equipment under the Lease Agreement as and when delivered by Lessor to Lessee in accordance with the terms thereof.

WHEREAS, the Lease Agreement relates to the Items of Equipment described below, a counterpart of the Lease Agreement is attached hereto and made a part hereof and this Lease Supplement, together with such attachment, is being filed for recordation on the date hereof with the Interstate Commerce Commission as one document.

NOW THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee under the Lease Agreement, and Lessee hereby accepts and leases from Lessor under the Lease Agreement twenty Electric Dash 8-40CW Diesel Electric Locomotives bearing Lessee's road numbers 6120 through 6139 inclusive. ✓

2. The Delivery Date of the Items of Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.

3. Lessor's Cost for each Item of Equipment is \$1,398,977.83 and the aggregate Lessor's Cost for all of the Items of Equipment is \$27,979,556.50.

4. The Term for the Items of Equipment shall commence on the Delivery Date and, except as otherwise provided in the Lease Agreement, shall end on the Lease Expiry Date.

5. Lessee hereby confirms to Lessor that the Items of Equipment shall, as soon as practicable, be duly marked in accordance with the terms of Section 7(f) of the Lease Agreement and that Lessee has accepted the Items of Equipment for all purposes hereof and of the Lease Agreement as being (i) in good working order and repair and without defect or inherent vice in title, condition, design, workmanship, operation or fitness for use whether or not discoverable by Lessee as of the date hereof, (ii) fully equipped to operate in commercial freight rail business in the United States and Canada and (iii) free and clear of all Liens except Permitted Liens; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Items of Equipment against the Manufacturer, or any subcontractor or supplier of the Manufacturer, under the Purchase Agreement or otherwise.

6. Lessee hereby confirms its agreement to pay Lessor, in accordance with the terms of Section 3 of the Lease Agreement, Rent for the Items of Equipment throughout the Term therefor in accordance with Section 3 of the Lease Agreement.

7. All of the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

8. This Lease Supplement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Lease Supplement, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Lease Supplement, but all of such counterparts together shall constitute one instrument.

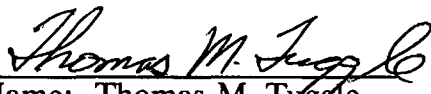
9. This Lease Supplement has been delivered in Philadelphia, Pennsylvania. It shall in all respects be governed by, and construed in accordance with, the laws of Japan, including all matters of construction, validity and performance.

10. The parties hereto agree that certain rights, title and interest of Lessor in and to this Lease Supplement No. 1 and to the Items of Equipment have been assigned to and are subject to a lien and security interest in favor of U.S. Trust Company of California, N.A., as Indenture Trustee, under the Indenture. To the extent, if any, that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement No. 1 may be created through the transfer or possession of any counterpart other than the original counterpart that contains the receipt therefor executed by U.S. Trust Company of California, N.A., as Indenture Trustee, on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written.

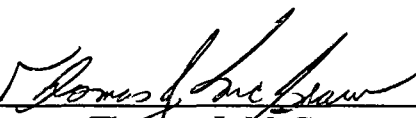
LESSOR

BRENTWOOD LOCOMOTIVE
LEASE CO., LTD.

By: 
Name: Thomas M. Tuggle
Title: Vice President

LESSEE

CONSOLIDATED RAIL CORPORATION

By: 
Name: Thomas J. McGraw
Title: Director - Financing

BRENTWOOD

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA

:

On this, the 28 day of May, 1991, before me, a notary public, personally appeared Thomas M. Tuggle, to me personally known, who being by me duly sworn, says that he is the Vice President of Brentwood Locomotive Lease Co., Ltd., that said instrument was executed on May 28, 1991 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this
28 day of May, 1991.

(NOTARIAL SEAL)

Rosemary Pasquariello
Notary Public

My Commission Expires:

NOTARIAL SEAL
Rosemary Pasquariello Notary Public
City of Philadelphia, Phila County
My Commission Expires May 16 1992

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF PHILADELPHIA :

On this, the 28 day of May, 1991, before me, a notary public, personally appeared Thomas J. McGraw, to me personally known, who being by me duly sworn, says that he is the Director - Financing of Consolidated Rail Corporation, that said instrument was executed on May 28, 1991 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this

28 day of May, 1991.



Rosemary Pasquariello
Notary Public

My Commission Expires:

NOTARIAL SEAL Rosemary Pasquariello, Notary Public City of Philadelphia, Phila County My Commission Expires May 16 1992
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